

REMARKS

This amendment is filed in response to the Office action mailed July 18, 2001, in which claims 1-4 are rejected. With this amendment, claims 1 and 2 are changed, and a new independent claim 5 is added to the application along with new claims 6 and 7 depending from new claim 5. The application now includes claims 1-7.

Attached hereto is a marked-up version of the changes made to the claims by this amendment. The attachment is captioned "Version with marking to show changes made."

Claim rejections under 35 U.S.C. §103.

In paragraph 2 of the Office action claims 1-4 are rejected under 35 U.S.C. §103 as being unpatentable over Egendorf (U.S. Pat. No. 5,794,221) in view of Usui (U.S. Pat. No. 5,956,697).

Egendorf is directed to a system by which the purchaser of products or services offered for sale over the Internet by a vendor is billed by the Internet service provider used by the purchaser, thereby eliminating the need for the purchaser to provide account information, such as a credit card, to each vendor from whom the consumer would like to purchase products or services offered for sale over the Internet. By contrast, all of the claims of the application are directed to a system by which a consumer is billed for access to information provided by a vendor over a computer network based on how long the consumer accesses the information. Nowhere in Egendorf or Usui is there a teaching or suggestion of providing timed access to information (in the sense of a *particular item of*

information made available by a particular vendor) provided over a computer network as does the invention as claimed in all of the claims of the application, including new claim 5.

The Office action concedes that Egendorf does not teach "timing aspects" (at the bottom of page 2 of the Office action), and so relies on Usui to compensate for the deficiencies in Egendorf regarding timing aspects. Usui teaches a means of providing timed access to the Internet as a whole, not to access to particular information from a particular vendor, as in all of the claims of the application. Therefore, speaking generally, since independent claims 1, 2 and 5 all include steps that provide for timing access to (some particular) information provided by a vendor over a computer network, Usui does not compensate for the deficiencies in the teachings of Egendorf. (There is no mechanism provided in Usui for timing access to any particular information, i.e. to any particular document or file; there is only a mechanism disclosed there for timing access to the Internet as a whole, i.e. for timing how long a particular individual is connected to the Internet.)

#### *Claim 1 rejection*

More particularly, with respect to claim 1, the Office action asserts that at column 2, lines 11-15 of Egendorf, there is a teaching of having a consumer exercise a link that will connect the consumer to a third party when a consumer visits a vendor network address and decides to purchase access to information from the vendor. Applicant respectfully submits that at the cited location all that is disclosed is having an Internet service provider (ISP) establish one agreement with a customer and a second agreement with a vendor to have the ISP bill the customer

for products and services purchased over the Internet by the customer from the vendor. There is no teaching of exercising a link that will connect the consumer to a third party (which the Office action analogizes to the ISP of Usui). The website <http://webopedia.internet.com> provides a definition of the well-known term link. It is explained there that,

In hypertext systems, such as the World Wide Web, a link is a reference to another document. Such links are sometimes called hot links because they take you to the other document when you click on them.

(A copy of the definition of the term link provided at the webopedia website is enclosed.) It is clear from the specification throughout, that the context of the application is the World Wide Web of the Internet, and that the term link is used throughout the application and claims in the sense generally understood in the context of the World Wide Web hypertext system. For example, at page 6 of the application, line 23, it is explained that

[A] vendor provides the consumer with a page of communication over the network that includes a link to a price tag, as shown by data flow 22 [in Fig. 2]. The consumer examines this page and decides whether to find out more about purchasing information from the vendor. To find out more, the consumer exercises the price tag link, as shown by data flow 23. If the consumer does exercise the price tag link, the consumer is actually placed in contact with the bank 12, which then provides the consumer a page of communication over the computer network, called here the price tag page, shown as data flow 24.

It is therefore clear that the term link is used in the specification (including the claims) in the sense of a *hot link*,

in that when a consumer exercises a link (for example by clicking on the link), the consumer (i.e. the consumer's browser) is taken to (given access to) the linked document. There is simply no teaching or suggestion in Egendorf of having a consumer exercise a link of any sort, let alone one that will connect the consumer to a third party, as claimed in claim 1. Instead of having a consumer exercise a link that will connect the consumer to a third party when the consumer visits a vendor network address, as claimed in claim 1, Egendorf teaches having a consumer connect to an ISP not by a link in the sense given above (the sense in the context of the World Wide Web hypertext system), but by for example a telephone connection, and then has the consumer connect to a vendor network address. Even if it is possible to understand a telephone connection or some other kind of connection to an ISP to be a "link" (and applicant insists that the term link as used in the claims of the application is not to be so understood), Egendorf teaches the reverse of what is claimed in step a) of claim 1, i.e. Egendorf teaches connecting to the third party/ ISP and then connecting to a vendor, whereas in step a) of claim 1, the consumer first visits a network address and then exercises a link connecting the consumer to the third party, which is the reverse of what is disclosed in Egendorf.

Still in respect to claim 1, the Office action further asserts that at column 2, lines 11-15, and column 3, lines 18-28, Egendorf teaches having a third party initiate billing (for access to information made available over a computer network by a vendor) and connect a consumer to a location of the vendor where the information resides. At the first cited location, column 2, lines 11-15, as explained above, Egendorf teaches only having an ISP establish one agreement with a customer and a second agreement with a vendor to bill the customer for any purchase of goods or services provided by the vendor (and offered for sale

over the Internet). At column 3, lines 18-28, all that is disclosed (in addition to what is disclosed at the first cited location) is that the provider and the vendor agree with the ISP on the manner on which the provider will remit funds to the vendor after being billed by the provider. There is simply no teaching or suggestion in Egendorf of having a third party initiate billing for access to information on connecting the consumer to a location of the vendor where the information resides, as claimed in claim 1. According to Egendorf, the ISP will eventually bill a consumer if a consumer actually does purchase a product or a service from a vendor (assuming that the appropriate agreements are in place), but the ISP does not *initiate billing and connect the consumer to a location of the vendor where information* (for which the consumer is paying for access) *resides*, as claimed in claim 1. The phraseology *initiate billing* is clearly intended to convey that the third party begins (initiates) timing the consumer's access to the information, and since the consumer is being billed per unit time, by timing access, the third party is initiating billing. To more distinctly claim this aspect of the invention, applicant has added to claim 1 the elaboration that by initiating the billing the third party begins timing access by the consumer to the subject information.

Since (as the Office action concedes) Egendorf does not teach timing access to information made available by a vendor over a computer network, the Office action asserts that Usui in the abstract, at column 1, lines 49-58, and at column 2, lines 1-9, discloses consumer access time. As applicant has explained above, Usui teaches only a means of providing timed access to the Internet as a whole, not timed access to particular information from a particular vendor, and so does not teach or suggest a means by which a third party is made aware of when a consumer

finishes accessing information as claimed in claim 1 in step c). For example, in the abstract of Usui, it is explained that,

A timer-based fee-charging system for Internet services eliminates the inconveniences of contracting which are necessary with Internet providers as well as payments of usage fees and subscription rights, etc., and allows instant access to Internet connection services through an easy access and payment method. [Emphasis added.]

Thus, Usui is directed to a system allowing (instant) access to the Internet as a whole (which then allows connecting to various sites on the World Wide Web).

As another example that Usui is directed not to providing timed access to a particular document on a computer network but rather to the Internet as a whole, at column 2, lines 9-12, it is explained that what is provided by Usui is "a timely way to use the Internet without registering [with a service provider]." [Emphasis added.]

Thus, Usui teaches only timing access to the Internet as a whole, and there is simply no mechanism disclosed in Usui for how to time access to a particular document (information in the terminology of claim 1) made available by a vendor over a computer network, and more specifically, there is therefore no teaching or suggestion by Usui of making available a means by which a third party is made aware of when a consumer finishes accessing information made available by a vendor over a computer network, as claimed in claim 1. Instead, there is merely a teaching of providing an authentication database including authentication data, consisting of a so-called access status rate, to indicate a predetermined available time for use of the Internet. (See column 2, lines 29-32.)

Since it is thus abundantly clear that the system disclosed by Usui is directed to providing timed access to the Internet as a whole, not timed access to a particular document on a computer network, there is not expected to be and indeed there is no teaching in Usui of to how to determine whether a consumer has finished accessing a particular document (i.e. particular information) on a computer network as claimed in claim 1 step c); there is only a teaching of how to determine whether a consumer is continuing a connection to the Internet as a whole.

Accordingly, it is respectfully requested that the rejection of claim 1 under 35 U.S.C. §103 be reconsidered and withdrawn.

*Claim 2 rejection*

With respect to claim 2, the Office action asserts that in the abstract of Egendorf, at column 2, lines 9-15, and at column 4, lines 11-18, Egendorf teaches having a vendor establish an account with a third party and provide the third party a session connect address that is an address on a computer network of information made available by the vendor. Applicant respectfully submits that at the cited locations there is no teaching of having a vendor provide to a third party a session connect address where information is made available by the vendor. Nowhere in Egendorf is there the teaching or suggestion of providing (timed, i.e. temporary) access to information over a computer network, let alone a teaching of providing an address of such information; instead there is merely a teaching of having a consumer purchase products and services over an Internet. (Egendorf generally uses the phraseology "products and services purchased over the Internet" [emphasis added], as opposed to provided over the Internet. See for example the abstract. Egendorf does however mention that a product or

service purchased over the Internet according to the system disclosed in Egendorf may then be "delivered" over the Internet, (see col. 3, line 14), but the products and services mentioned are then actually "delivered" to the purchaser, as opposed to allowing timed access to the products as in claim 2 (and indeed in all of the claims of the application), claim 2 claiming a "method of billing a consumer for access for a limited time to information made available by a vendor (over a computer network)" and including as a limitation, "if the consumer exercises [an] access link, having the vendor provide access to the information until either the maximum duration expires, or the consumer exercises [an] end session link," which is step (h) of claim 2. As products that might be delivered over the Internet, Egendorf mentions software and electronic newspapers, making no distinction. In the case of software, it is clear that what Egendorf intends is that the software be downloaded (i.e. actually delivered), not that a purchaser be given timed (and so inherently temporary) access. Thus also in the case of an electronic newspaper. Since Egendorf is actually "delivering" the product over the Internet as opposed to providing temporary access as in the invention as claimed in claim 2 (and indeed in all of the claims of the application), there is no need for Egendorf to direct a consumer to a session connect address (where the information resides to which a consumer would be given temporary access), and so Egendorf never mentions such an address.

The Office action concedes that Egendorf "does not teach consumer start timing of data made by the vendor (sic)", but asserts that Usui discloses having a third party provide a vendor with a start session address (where information is made available by the vendor) at column 2,



lines 5-9 and lines 44-51. It is respectfully submitted that at the cited locations Usui discloses only timing for connecting to (i.e. "using") the Internet as a whole without having to register with an ISP, as indicated in column 2, lines 9-12. The timing disclosed by Usui is based on checking what Usui calls the access status "to the Internet" (not to any particular item of information made available by any particular information vendor) as explained at column 2, line 44, and so the timing disclosed in Usui is for timing a connection to the Internet as a whole; it is not timing for access to particular information made available by a particular vendor, and so there is no teaching or suggestion of having a third party provide a vendor with a *start session address* that is an address on a computer network of the third party to which the vendor is to direct a consumer to start timing access by the consumer to some particular information made available by the vendor, as claimed in claim 2, step (b).

Similar arguments pertain to all of the other steps of claim 2. Nowhere in Usui or Egendorf is there a teaching of either a session connect address (where information is made available by a vendor) or a start session address (an address on the computer network of the third party to which the vendor is to direct a consumer to start timing access by the consumer to particular information made available by a particular vendor); steps (d), (e), (f) and (g) rely on there being either a start session address or a session connect address, and step (h) requires that there be an access link, which is a link to the information made available by the vendor, as explained in step (g), and is therefore a link to the session connect address.

In addition, step (c) requires having the vendor make available over a computer network a so-called price tag link

that will connect a prospective consumer with a third party. The Office action asserts that although Egendorf does not teach a price tag link, "Usui discloses links (claim 1).\" As mentioned above, nowhere does Usui teach or disclose a link in the sense of the term as used in World Wide Web hypertext system (which is how the term is used in the application, as indicated for example at page 3, lines 16-21, where it is explained that the consumer will \"exercise a link\" that will put the consumer in contact with the bank, i.e. a server operated by the bank), let alone a price tag link as claimed in step (c) of claim 2.

Finally, step (e) of claim 2 requires that the third party return to the consumer an end session link, which the consumer is to use to terminate the purchase of access to information from the vendor earlier than waiting for the maximum duration of access to expire. Usui teaches no such link. Instead, Usui teaches \"a fee-charging server [that continually] checks the access time by inquiring about each client's access situation from the terminal server for every fixed length of time.\" (See column 5, lines 9-11.) And as already noted, what is being checked here is not access to a particular document made available over a computer network by a particular vendor, but rather access to the Internet as a whole.

Accordingly, it is respectfully requested that the rejection of claim 2 under 35 U.S.C. §103 be reconsidered and withdrawn. Also, since claims 3 and 4 both depend from claim 2, it is respectfully requested that the rejections of claims 3 and 4 under 35 U.S.C. §103 also be reconsidered and withdrawn.

New Claims 5-7

New independent claim 5 includes as limitations having a vendor provide to a third party a session connect address, as in claim 2, having the third party provide the vendor with a start session address, also as in claim 2, having the vendor make available over a computer network a price tag link, also as in claim 2, and making available a means by which the third party is able to determine when access by the consumer to information (provided by a vendor over the computer network) is terminated, and also having the third party stop timing access by the computer to the information once the third party determines when the access by the consumer to the information is terminated. Applicant respectfully submits that as explained above, neither of the cited references, either alone or in combination, teach either a session connect address, a start session address, a price tag link, or providing a means by which a third party is able to determine when access by the consumer to any particular information is terminated, or having a third party stop timing access by a consumer to any particular information. Therefore, it is respectfully submitted that the invention as claimed in new claim 5 is also patentable over Egendorf in view of Usui.


In addition, new claims 6 and 7 both depend from new claim 5 and so are also both believed patentable over Egendorf in view of Usui.

CONCLUSION

For all the foregoing reasons it is believed that claims 1-7 are in condition for allowance and their passage to issue is earnestly solicited.

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Respectfully submitted,

  
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Version With Marking To Show Changes Made

Claims 1 and 2 were changed as follows:

1. (Amended) A method of billing, by a third party, for access by a consumer to information made available by a vendor over a computer network, with the billing based on how long the consumer elects to access the information, the method comprising the steps of:

- d) when a consumer visits a vendor network address and decides to purchase access to information from the vendor, having the consumer exercise a link that will connect the consumer to the third party;
- e) having the third party initiate billing and connect the consumer to a location of the vendor where the information resides, wherein, in initiating billing of the consumer, the third party begins timing access by the consumer to the information made available by the vendor;  
and
- f) making available a means by which the third party is made aware of when the consumer finishes accessing the information.

2. (Amended) A method of billing a consumer for access for a limited time to information made available by a vendor, the access provided over a computer network, the method requiring participation by a third party to mediate between the consumer and the vendor, the method comprising the steps of:

- j) having the vendor establish an account with the third party and provide to the third party a session connect

address that is an address on the computer network of the information made available by the vendor;

- k) having the third party provide the vendor with a start session address that is an address on the computer network of the third party to which the vendor is to direct a consumer to start timing access by the consumer to the information made available by the vendor;
- l) having the vendor make available over the computer network a pricetag link that will connect a prospective consumer with the third party;
- m) if the consumer exercises the pricetag link, having the third party return to the consumer a pricetag page that includes a price-per-unit time for access to the information made available for access by the vendor, a maximum duration of access for which the consumer is authorized, and a link to a start session address, which is an address of the third party;
- n) if the consumer exercises the link to the start session address, having the third party return to the consumer an end session link, which the consumer can use to terminate the purchase of access to information from the vendor earlier than waiting for the maximum duration of access to expire, and an authentication code;
- o) also if the consumer exercises the link to the start session address, having the third party provide to the vendor the consumer authentication code and the consumer address, and begin billing the consumer beginning when the consumer exercised the start session link;
- p) having the vendor provide to the consumer a page, located at the session connect address of the vendor, that

provides an access link to the information made available by the vendor;

- q) if the consumer exercises the access link, having the vendor provide access to the information until either the maximum duration expires, or the consumer exercises the end session link; and
- r) if the consumer exercises the end session link, which redirects the consumer to the third party, having the third party notify the vendor that the consumer access is terminated, and having the third party stop billing the consumer; and